

COURT OF APPEALS.

JEAN BAPTISTE LAFRANCE,

APPELLANT;

and

DOMINIQUE ROUSSEAU and

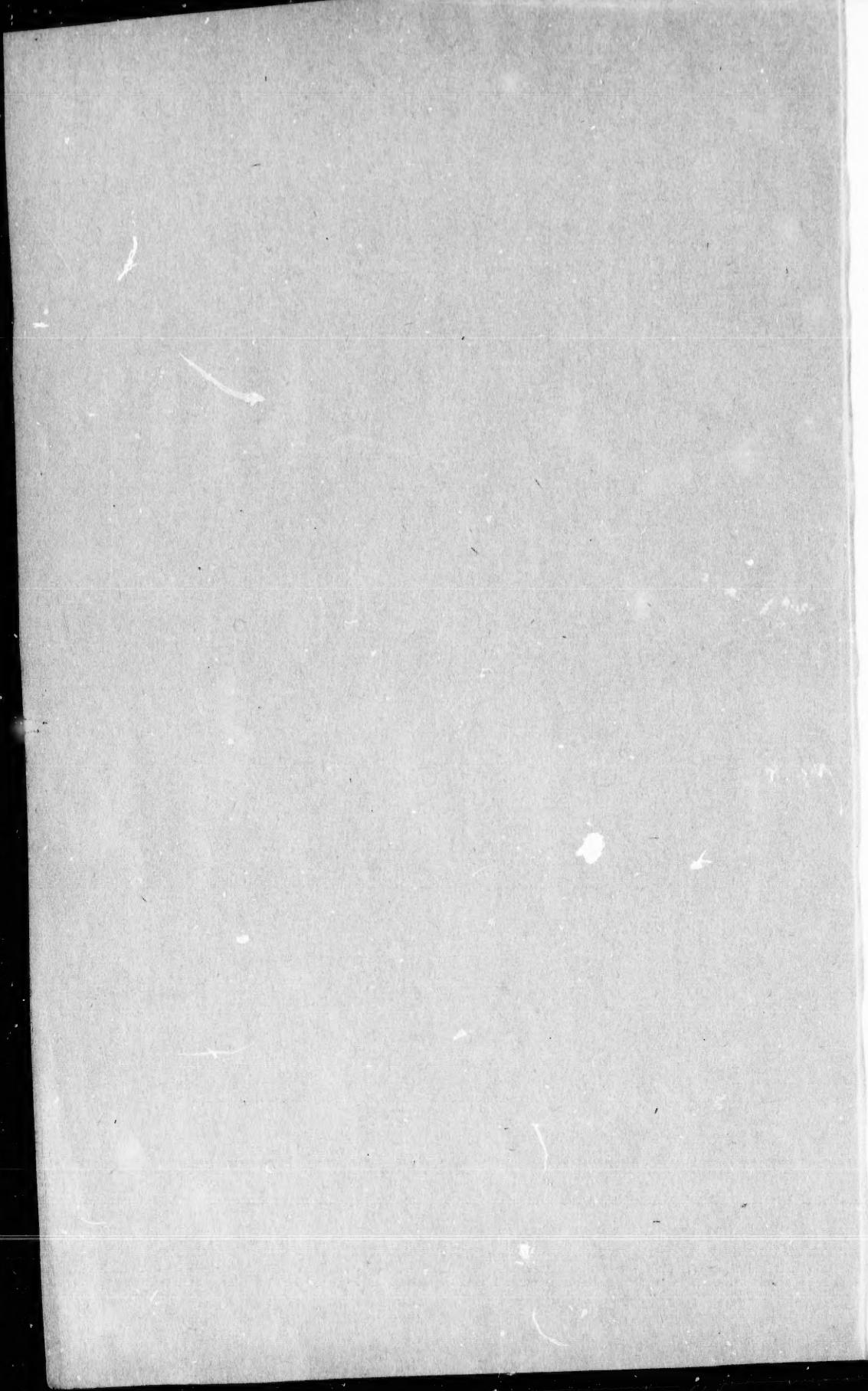
Patrice Josephine LeClerc,

RESPONDENTS.

APPELLANT'S CASE.

A. STUART, for APPELLANT.

COURT OF APPEALS.



In a Cause

Between

JEAN BAPTISTE LAFRANCE,

(Plaintiff in the Court below,)

APPELLANT,

and

DOMINIQUE ROUSSEAU and PAUL.

JOSEPH LACROIX,

(Defendants in the Court below,)

RESPONDENTS.

THE APPELLANT'S CASE.

THE Appellant instituted in the King's Bench at Montreal, an Action against the Respondents, who are partners carrying on trade at Montreal and in the Indian countries, for the recovery of a sum of twenty-five pounds due to him by the Respondents for his services as a *Voyageur*.

The Declaration contains two counts, one founded upon the written agreement entered into, between these parties : and the other on an *indebitatus assumpsit*, for work and labour generally.

The defence set up by the Respondents was, that the Appellant had disobeyed the Respondents, and had, notwithstanding their prohibition, traded with the Indians and had taken it upon himself, contrary to the agreement and against the will of the Respondents, to bring down three or four passengers in the Respondents' canoes, to the damage of the Respondents, &c.

The facts, as disclosed in the evidence in the cause, are that the Appellant in the summer of One thousand eight hundred and fifteen, entered into an agreement in the form used in the Indian trade, to proceed as canoeman and pilot (*guide*) in the Respondent's Canoes and batteaux to Michilimackinac and thence to return in the same to Montreal. He accordingly left Montreal about the tenth of June, 1815, but on arriving within a half league of the Island upon which the Fort of Michilimackinac stands, Mr. Lacroix, one of the Respondents, directed the party to return to Drummond Island, the Fort of Michilimackinac having fallen into the hands of the Americans.

Here Mr. Lacroix required the canoeman to build for him a store. The Respondent refused to join in this work, stating that it was not included in his agreement. Mr. Lacroix stopped the Appellant's provisions in consequence, and the Appellant with some others of the canoemen passed seven days without receiving any food whatever from Mr. Lacroix.

Mr. Lacroix, in a rage, told the Appellant that in consequence of this refusal he would not pay him his wages; but on no occasion did he find fault with the general conduct of the Appellant, which, by the testimony of all the witnesses, appears to have been highly exemplary.

The Appellant, after being detained sixteen or seventeen days, at Drummond Island, left that Island with the consent and by the orders of Mr. Lacroix, in the canoe of the Respondents, and continued his services to them as canoeman and pilot to Montreal, where he arrived in the month of September, 1815.

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The Respondents having refused to pay the Appellant his wages, he was under the necessity of instituting an action against them in the King's Bench at Montreal.

That Court by their judgement of the _____ day of _____ maintained the Respondents' plea and dismissed the Appellant's action with costs.

It is from this judgment that the present appeal is brought.

Quebec, 20th July, 1818.

